

**CONFIDENTIAL**

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27 February 1947

MEMORANDUM TO WILLIAM E. DUGGAN

See [redacted]

file  
B.E.C.

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Subject: [redacted]

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1. Reference is made to the memorandum to [redacted] dated 31 December 1946, from [redacted] concerning the above subject. This memorandum is returned herewith, together with other papers including a letter from [redacted] and a memorandum to this office from [redacted] dated 25 February 1947.

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2. It is understood that the field office has been requested to complete Form CA-2 in order that the case may be placed before the Bureau of Employees Compensation. The mere statement, as in [redacted] memorandum that [redacted] incurred his injuries through no negligence on his part, is not a sufficient basis on which the Bureau of Employees Compensation may authorize benefits. In the Form CA-2, which is to be forwarded, there should be a clear explanation indicating the circumstances surrounding the accident. Before benefits may be authorized by the Bureau, it must be demonstrated that the accident occurred while [redacted] was in the performance of his official duties.

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3. Form CA-1 must be executed by [redacted] in duplicate. We are enclosing two copies of Form CA-1 for this purpose. In addition, there are enclosed two copies of Form CA-4, which should be executed by [redacted]. It is suggested that a portion of the information requested on this Form be filled in by the Branch concerned in order that it will coincide with the information requested on Form CA-2. This office will assist in the preparation of these forms upon request.

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4. [redacted] absence from duty should be handled in the following manner regardless of the cause of the injury. He should be placed on sick leave immediately as of the date he was unable to work because of the injury. Upon the expiration of accrued sick leave, he should be placed on annual leave. At the expiration of his accrued annual leave, he must be placed on a leave without pay status. If it is determined by the Bureau that the injury was incurred while in the performance of duty within the meaning of the Employees' Compensation Act, compensation payments will commence three days after the expiration of the accrued annual leave. There is no option in the individual whether he will go LWOP as of the date of the accident or remain in pay status for the period of accrued annual and sick leave.

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5. This organization is not authorized to pay either per diem or travel expenses of [REDACTED] from his overseas station to the United States. If it is determined that his injury was incurred while in the performance of duty and travel expenses were incurred, [REDACTED] may request reimbursement from the Bureau of Employees Compensation. Such claim should be included on the Form CA-4.

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6. On the basis of the above information, Special Funds will be able to calculate the correct amounts due [REDACTED] for the calendar year 1946. On the question of cost of living and quarters allowance, Special Funds will be able to adjust the amounts payable by reference to the Regulations contained in Bureau of the Budget Circular A-8, Revised.

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7. If, as indicated, [REDACTED] is to be terminated, he may be terminated coincident with the expiration of his accrued sick and annual leave. This will in no way jeopardize his claim for benefits under the Compensation Act. There is no authority for this organization to grant [REDACTED] a month's convalescent leave with pay when he is discharged from the hospital. If for medical reasons he is advised to refrain from working for a month, the Bureau of Employees Compensation will continue to authorize compensation payments to him if he is entitled to benefits under the Act in the first instance. Under the circumstances, this organization cannot reimburse [REDACTED] for transportation from Florida to Washington, D. C., since the organization did not request or authorize him to be hospitalized in Florida.

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8. The above appears to answer the questions raised in [REDACTED] letter of 16 February 1947, and the questions raised by [REDACTED] in his memo of 26 February 1947. We shall cooperate with your office in handling this case in any way possible.

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[REDACTED]  
Assistant General Counsel

cc: [REDACTED]

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JSW:mbt